

**REQUEST FOR ADR / MEDIATION
AND
AGREEMENT TO PARTICIPATE IN GOOD FAITH**

INSTRUCTIONS: This form must be completed by parties requesting and agreeing to mediation; and the local Point of Contact responsible for coordinating the necessary administrative arrangements on behalf of the parties seeking mediation. Submit this completed form with the appropriate signatures to: National Guard Bureau, Directorate for Equal Opportunity, Suite 9200, ADR Program Manager, Jefferson Plaza One, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231, or fax the document to (703) 607-0790/DSN 327-0790. If you have questions or comments please phone Patricia Williams, ADR Program Manager, at (703) 607-0776/DSN 327-0776 or email to: Williamsp@ngb.af.mil.

PART I ADR/MEDIATION REQUEST (To be completed by SEEM or State POC)

1. Date of Request/Referral: _____
2. State and Organization: _____
3. Case No. (if applicable): _____ 4. POC Name: _____
5. Telephone # Commercial: _____ DSN: _____ Fax: _____
6. Mailing Address: _____
7. Proposed Date(s) when the parties are available for mediation. Please allow for 1 or 2 day duration and list dates in order of preference when both parties would like mediation to take place.

1st Choice _____ 2nd Choice _____ 3rd Choice _____
8. Location where the mediation will be held (Room No., Building, Street Address, etc.). If special arrangements to gain access to building or security clearance is required, please specify.

9. Is specialized knowledge or experience needed to mediate this Case? Yes _____ No _____
If yes, specify: _____
10. If a party to this dispute is in a bargaining unit, has his/her exclusive representative been informed, and does the union concur with the intent to mediate? Yes _____ No _____ If no, please explain:

11. Would you like a copy of the Mediator/TPN Profile data? Yes _____ No _____
12. If a Mediator/TPN is unavailable in the local commuting area, it is understood that this will entail paying ADR/Mediation Cost (i.e., travel and per diem cost). _____ Yes, I agree to pay travel expenses.
_____ No, if a local mediator is not available, I do not agree to mediate this case.

PART II PARTIES TO ADR/MEDIATION

13. ADR/Mediation Client/1st Party:

Name & Title: _____
Organization Address: _____
Telephone # Commercial: _____ DSN: _____ Fax: _____

PART II PARTIES TO ADR/MEDIATION

14. ADR/Mediation Client/2nd Party, Management Representative:

Name & Title: _____
Organization Address: _____
Telephone # Commercial: _____ DSN: _____ Fax: _____

15. Client/1st Party's Representative:

Name & Title: _____
Organization Address: _____
Telephone # Commercial: _____ Fax: _____

16. Briefly summarize the dispute that you wish to resolve: _____

17. Have there been any prior attempts to resolve this case through informal third party methods, such as mediation or facilitation? If yes, please explain: _____

PART III AGREEMENT TO PARTICIPATE IN GOOD FAITH

I agree to enter into this mediation in good faith. I will sincerely attempt to resolve this dispute, agree to cooperate with the Mediator/TPN assigned to this case, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem(s).

I understand that the Mediator/TPN assigned to this case will not be serving as an advocate, attorney, or judge. The mediator's sole function is to act as a neutral third party. I understand that any communications provided in confidence by myself to the mediator will be kept confidential except as noted below. Any agreements or decisions resulting from this mediation session are entered into voluntarily and by mutual acceptance of the parties.

I understand that ADR/Mediation is an attempt to settle disputes between the participating parties. I understand and agree that all promises, proposals, conduct, and statements made in the course of the mediation sessions are confidential and will not be disclosed voluntarily by any party, subject to certain exceptions under the law including instances of fraud, waste, abuse, criminal behavior and harm to persons. See 5 U.S.C. §574. No release or disclosure of information concerning the settlement agreement will be made except on a need-to-know basis to approve and implement the settlement. Any concessions either party may make in an unsuccessful attempt to settle the dispute(s) cannot be used against that party in any future proceedings. I also agree not to call the mediator as a witness in any such proceedings.

I also understand that I may not subpoena or attempt to require the mediator in this case to testify or produce records, notes, or a work product in any future proceedings and that no recordings or stenographic records will be made of the mediation session.

I realize that ADR/Mediation may be time-consuming. I agree to make myself available for as much time as is determined necessary by the mediator (usually a minimum of 1 day is required) to give the process a fair opportunity to succeed.

I understand that no party shall be bound by anything done through mediation unless a written settlement is reached and executed by the parties. If a settlement is reached, this agreement shall be reduced to writing and, when signed and approved by the appropriate authorities for all parties, I agree to be bound by the agreement.

ADR/Mediation Client/1st Party's Signature

Date

Telephone#

ADR/Mediation Client/2nd Party, Mgt. Rep. Signature

Date

Telephone#